

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Lee in Young  
t/a JB Liqueurette

Application for a Retailer's Class  
A License (renewal)  
at premises  
1000 Florida Avenue, N.E.  
Washington, D.C.

Case no. 1275-01/032P

Christopher Swanson, on behalf of Evolve, LLC; Lt. Robert J. Tupa, Metropolitan Police Department; Serfima Mehan; Jo Printz; Marvin and Esther Veatch; and Rhonda Chappelle, Chair, on behalf of the Advisory Neighborhood Commission 5B, Protestants

Lee In Young, Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppenheimer, Esquire, Member  
Audrey E. Thompson, Member

**ORDER A WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on May 30, 2001 in accordance with D.C. Official Code Title 25, Section 601 (2001 Edition), which provides for protestants to be heard. Christopher Swanson, on behalf of Evolve, LLC; Lt. Robert J. Tupa, Metropolitan Police Department; Serafima Mehan; Jo Printz; Marvin and Esther Veatch; and Rhonda Chappelle, Chair, on behalf of the Advisory Neighborhood Commission 5B, filed opposition in a timely manner.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 4, 2001, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Lee In Young  
t/a JB Liquorette  
Page two

Accordingly, it is this 19th day of December 2001, **ORDERED** that:


1. The opposition of Christopher Swanson, on behalf of Evolve, LLC, Lt. Robert J. Tupa, Metropolitan Police Department, Serafima Mehan, Jo Printz, Marvin and Esther Veatch, and Rhonda Chappelle, Chair, on behalf of the Advisory Neighborhood Commission 5B, be, and the same hereby, is **WITHDRAWN**;

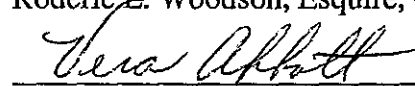
2. The application of Lee In Young t/a JB Liquorette for a retailer's class A license (renewal) located at 1000 Florida Avenue, N.E., Washington, D.C., be, and the same hereby, is **GRANTED**;

3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestants and the Applicant.

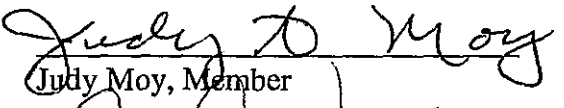
District of Columbia  
Alcoholic Beverage Control Board

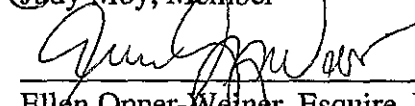
  
Roderic L. Woodson, Esquire, Chair

  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

#1275

VOLUNTARY AGREEMENT

AGREEMENT MADE THIS 4<sup>th</sup> day of October, 2001, by and between JB Liquorette ("Applicant") and Advisory Neighborhood Commission 5B (hereinafter "Protestants") and Christopher Swanson, Jo Printz and Mehan Serafin.

WHEREAS, Applicant filed with the District of Columbia Alcohol Beverage Control (ABC) Board (hereinafter "the Board") an Application No. 1275-01/032P for renewal of its Retailer's License Class A for premises 1000 Florida Avenue, N.E.; and,

WHEREAS, Protestants lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will make its best efforts to keep the exterior of its premises, in a clean and litter-free condition by continuing the clean up activity of its present employee or by sharing the cost of a person to clean the area with the landlord and other tenants on a pro rata basis as to both space and hours of operation.
2. Applicant will make its best efforts to prohibit and prevent loitering and panhandling on the sidewalk immediately adjoining its premises. Applicant will post conspicuously no loitering signs on the exterior of the front and side of its premises and work with the landlord and the community to maintain the outward appearance of the property.
3. Applicant's principal will endeavor to attend ANC 5B meetings whenever practicable and/or possible with a minimum of four (4) meetings annually.
4. Applicant will not sell alcohol to anyone without proper identification as to age and will not sell to inebriated persons. Applicant agrees to provide access to the police substation for police personnel through its store by a special access door in the rear whenever the store is open.
5. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms herein.

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn).

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on this year and day first above written.

\_\_\_\_\_  
Rhonda Chappelle, Chairperson  
ANC 5B

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Christopher P. Swanson  
Evolve, LLC

\_\_\_\_\_  
Serafine Mehan

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In Young Lee  
JB Liqueur

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Jo Printz  
Cuppa' JO Coffee House

## VOLUNTARY AGREEMENT

AGREEMENT MADE THIS 4<sup>th</sup> day of October, 2001, by and between JB Liqueur ("Applicant") and Advisory Neighborhood Commission 5B (hereinafter "Protestants") and Christopher Swanson, Jo Printz and Mehan Serafin.

WHEREAS, Applicant filed with the District of Columbia Alcohol Beverage Control (ABC) Board (hereinafter "the Board") an Application No. 1275-01/032P for renewal of its Retailer's License Class A for premises 1000 Florida Avenue, NW; and,

WHEREAS, Protestants lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

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5. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms herein.

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Rhonda Chappelle  
Rhonda Chappelle, Chairperson  
ANC 5B

In Young Lee  
In Young Lee  
JB Liqueur

\_\_\_\_\_  
Christopher P. Swanson  
Evolve, LLC

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Jo Printz  
Cuppa' JO Coffee House

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Serafine Mehan

# 1275

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WHEREAS, Applicant filed with the District of Columbia Alcohol Beverage Control (ABC) Board (hereinafter "the Board") an Application No. 1275-01/032P for renewal of its Retailer's License Class A for premises 1000 Florida Avenue, N.W.; and,

WHEREAS, Protestants lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

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5. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms herein.

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

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Rhonda Chappelle, Chairperson  
ANC SB

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Christopher P. Swanson  
Evolve, LLC

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Serafine Mehan

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WHEREAS, Applicant filed with the District of Columbia Alcohol Beverage Control (ABC) Board (hereinafter "the Board") an Application No.1275-01/032P for renewal of its Retailer's License Class A for premises 1000 Florida Avenue, NW; and,

WHEREAS, Protestants lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

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5. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms herein.

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

Rhonda Chappelle  
Rhonda Chappelle, Chairperson  
ANC 5B

In Young Lee  
In Young Lee  
JB Liqueur

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Christopher P. Swanson  
Evolve, LLC

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Jo Printz  
Cuppa' JO Coffee House

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Serafine Mehan

11-28-01

VOLUNTARY AGREEMENT

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WHEREAS, Applicant filed with the District of Columbia Alcohol Beverage Control (ABC) Board (hereinafter "the Board") an Application No. 1275-01/032P for renewal of its Retailer's License Class A for premises 1000 Florida Avenue, NW; and,

WHEREAS, Protestants lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license; and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R. Section 1513, commemorating their several agreements;

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6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

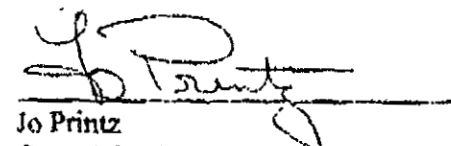
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Rhonda Chappelle, Chairperson  
ANC 5B

  
Christopher P. Swanson  
Evolve, LLC

  
Serafine Mehan

In Young Lee  
JB Liqueur


  
Jo Printz  
Cuppa' JO Coffee House

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals on the year and day first above written.

Rhonda Chappelle, Chairperson  
ANC 5B

In Young Lee  
JB Liqueurite

  
Christopher P. Swanson  
Evolve, LLC

  
Jo Printz  
Cuppa' JO Coffee House

  
Serafine Mehan

6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request that their protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

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Rhonda Chappelle  
Rhonda Chappelle, Chairperson  
ANC 5B

In Young Lee  
In Young Lee  
JB Liqueur

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# 1275

VOLUNTARY AGREEMENT

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WHEREAS, Protestants lodged with the Board a protest of said application; and,

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